Read Live Privacy and Security Policy

Read Live is an educational program provided by Read Naturally, Inc. ("Read Naturally", "our", "we" or "us") that consists of a web-based application and an optional, corresponding iPad App. Read Naturally considers the privacy of all users, and especially the security and confidentiality of student data, to be extremely important.

Several federal and state laws govern measures to secure and protect student data. To help you comply with these laws, Read Naturally has adopted certain practices, and requires that persons using Read Live fulfill certain responsibilities, to safeguard student data. This Policy describes the practices we employ to secure and protect this data.

By using Read Live, you consent to these practices and agree to satisfy the responsibilities described below. If you have any questions about this Policy, we can be reached via email at info@readnaturally.com or by phone at 800.788.4085.

DATA COLLECTED

Our customers (whether educational institutions or individuals, hereinafter referred to as "Customer", "they" or "you", or collectively as "Customers") primarily determine what information they choose to enter into our Read Live program (hereinafter the "Program") regarding their students ("Student(s)"). Persons authorized by and given access to the Program by Customer, including administrators and educators (hereinafter referred to collectively at "Staff Members") can also enter information into the Program. The Program collects information that is entered into the Program by its Customers, Staff Members and Students and uses it to support Student learning and to enable us, our Customers, and their Staff Members to efficiently administer the Program. Customers are required to obtain any and all legally required consents and authorizations from a Student (and/or their parent/guardian, as may be required for a Student under age 18) prior to their providing access to the Program.

Student data: The Program collects information about Students who use the Program as provided by the Customer and/or Staff Members who enroll the Students into to the Program, including but not limited to name, grade, school, and scores and other results from working in the Program. The Student record may also contain the name, telephone number, and email address of the Student's parent or guardian.

Staff Member data: The Program collects information about Customers, including but not limited to the name, telephone number and email address of Customers and their Staff Members. Customers and Staff Members can correct or update their information using the "My Profile" link within the Program.

The Program collects non-personally identifiable information for the purposes of evaluating, monitoring, and improving the Program's functionality and performance. This information includes but is not limited to a user's IP address, domain information, and "cookie" information. A cookie is a piece of data stored on the user's hard drive containing information about the user. The Program uses cookie information to help provide an enhanced functional system experience for Program users. If a user rejects the cookie, the user may still access the Program.

DATA ENTRY AND DATA QUALITY

Read Naturally operates in compliance with the Children's Online Privacy Protection Act ("COPPA"). Customers determine which of their Students will be enrolled to access and use the Program, and Customers determine what information about those Students they will provide to us or input into the Program. For Students under the age of 13, Customers are required to obtain any necessary or legally required parental/guardian consents before

allowing Students to access or use our Program. Even then, other than with respect to voice recordings made by Students who might be under 13 years of age, we do not knowingly collect or use personal information from anyone under 13 years of age.

Customers and Staff Members determine and control what Student or Staff Member data is entered into the Program. Student data entered into the Program should be limited to information that is relevant to the legitimate educational purpose of improving Student performance. Customers and Staff Members should not enter data about Students that is not relevant to this legitimate educational purpose.

Because Customers and Staff Members enter the Student and Staff Member data stored in the Program, they also control its accuracy. If you discover that data in the Program is inaccurate or requires change, you are responsible for correcting the information in your account.

Customers and Staff Members may delete Student and Staff Member data from the Program. Deleting a Student removes all data pertaining to that Student, including personal data and scores. Upon deletion, Read Naturally is challenged to further access the data, and Read Naturally is not responsible to recover the data.

To the extent that a Customer needs assistance in reviewing, accessing or correcting any Student data, the Customer shall submit all requests for such assistance to Read Naturally by email at customerservice@readnaturally.com.

Students of educational institution Customers may retain possession and control of their Student data by notifying their educational institution in writing of such request and such Customer shall in turn provide a written request to Read Naturally to transfer the appropriate Student data to a personal Program account, to be accessed and controlled by the Student. Read Naturally will complete such requests within five (5) business days of receipt. Standard subscription fees will apply to the personal Program account.

OWNERSHIP AND USE

Read Naturally does not own, nor does it control, the Student data entered into the Program. Student data will be used by Read Naturally and its authorized contractors for the sole purpose of providing the Program and any contracted services, unless otherwise specifically identified in this Policy. Read Naturally will not disclose, sell, rent or otherwise use this data in any manner other than as described in this Policy. Read Naturally will not use data entered into the Program to market products or services directly to Students.

Read Naturally may use de-identified Student information and data in research, research and efficacy studies, product development, and marketing. This non-personally identifiable data may be shared with third parties.

In the event that Read Naturally wishes to release aggregated data that identifies a Customer by name, Read Naturally will enter into a separate agreement with the applicable Customer to authorize its release and publication.

From time to time, Read Naturally sends out informational communications about the Program, relying on the Staff Member and/or Customer data it has collected. These communications include but are not limited to announcements of new releases, new functionality, notifications that the Program will be unavailable due to maintenance, and information on efficiently using the Program. These communications are sent to Staff Members and Customers only, not to Students.

DISCLOSURE AND STORAGE

Read Naturally will only disclose Student data to Customers or authorized representatives of our Customers and will not knowingly disclose the Student data to any third person without express written (email is acceptable) authorization unless we are permitted otherwise to do so elsewhere in this Policy. You may not disclose or otherwise use the Student data entered into the Program for any unauthorized purposes or purposes contrary to applicable law. A Customer may from time to time request that Read Naturally provide Student data to third

parties of its choosing. We will do so only after the Customer has first executed our Data Sharing Request Consent Agreement.

Read Naturally will not keep Student data after our Customer instructs us in writing to destroy it. If a reasonable amount of time passes after a Customer's Program subscription lapses, Read Naturally may, at its discretion, destroy the Student data for the lapsed account, even without a specific request from the Customer to do so.

In the unlikely event of the unauthorized disclosure of personally identifiable Student data, Read Naturally will notify the Customer of the breach. Read Naturally does not have sufficient contact information to identify and notify other affected parties. Therefore, Read Naturally and the Customer must work together in good faith to identify and notify the appropriate affected parties.

SECURITY SAFEGUARDS

Read Naturally employs certain practices and safeguards to help educational institutions meet the requirements of the Family Educational Rights and Privacy Act ("FERPA").

We are committed to protecting Student data against unauthorized access, use, modification, destruction, or disclosure. Protecting Student data requires efforts from us and from you. We will implement reasonable safeguards when collecting Student data and when storing that Student data in the Program and you will observe our security safeguards and exercise reasonable caution when accessing and using the Program.

Specific institutional and technological security safeguards include:

1. Read Naturally will only authorize access to the information and data included in the Program to its trained employees and contractors who are necessary to provide service to Customers and/or to support the operation or development of the Program.

2. Customers should only allow authorized Staff Members to access the Customer's data, including Student data. The use of Staff Member Roles within the Program allow the Customer to designate specific levels of access to Student data.

3. Each authorized user is given a unique user ID and password. You must safeguard your username and password, and not permit any unauthorized access to Student data entered or kept in the Program.

4. Upon written request by a Customer, Read Naturally will destroy any Student data for that Customer's Student(s).

5. Read Naturally uses industry standard server and network hardware and software to support that data is protected from unauthorized access or disclosure.

6. Student users do not have access to links to external websites once they log into the Program. However, Staff Members may find links to web sites owned and operated by other organizations. Please note that when you click on one of these links, you are moving to another web site. While we reviewed the linked sites at the time of the posting of the link, and only provide a link if we believe the content of a site might be of interest to Program users, the content of those linked sites is the responsibility of the organization actually owning and/or operating the site. Read Naturally is not responsible for the content of any linked site. We encourage you to read the privacy statements of any linked site as its privacy policy may differ from Read Naturally's policy.

DOCUMENT UPDATES

Read Naturally reserves the right to revise this Policy at any time. When Read Naturally modifies this Policy, the updated Policy will be posted by Read Naturally within the Program and on the Read Naturally website.